

BRETT J. WILLIAMSON (S.B. #145235)
bwilliamson@omm.com
NORA N. SALEM (S.B. #307968)
nsalem@omm.com
JASTON BURRI (S.B. #353642)
jburri@omm.com
O'MELVENY & MYERS LLP
610 Newport Center Drive, Floor 17
Newport Beach, CA 92660-6429
Telephone: (949) 823-6900
Facsimile: (949) 823-6994
Attorneys for Plaintiff

MICHAEL ADAMS (S.B. #185835)
madams@rutan.com
SETH M. JESSEE (S.B. #310983)
sjessee@rutan.com
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100
Facsimile: (714) 546-9035
Attorneys for Defendant

[Additional Counsel listed on following page]

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

THERABODY, INC.,
Plaintiff,
v.
HYPER ICE, INC.,
Defendant.

Case No. 8:24-cv-00378- JWH (DFMx)

**STIPULATED PROTECTIVE
ORDER**

Hon. John W. Holcomb

DISCOVERY MATTER

1
2 Kathleen Carter (S.B. #157790)
3 kcarter@messner.com
4 Paul D. Hesse (S.B. #111598)
5 phesse@messner.com
6 MESSNER REEVES LLP
7 611 Anton Boulevard Suite 450
8 Costa Mesa, CA 92626
9 Telephone: (949) 612-9128
10 Facsimile: (949) 612-2304

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Attorneys for Defendant

1 1. A. PURPOSES AND LIMITATIONS

2 As the parties have represented that discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted, this Court enters the following Protective Order. This
6 Order does not confer blanket protections on all disclosures or responses to discovery.
7 The protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable
9 legal principles. Further, as set forth in Section 12.3, below, this Protective Order does
10 not entitle the parties to file confidential information under seal. Rather, when the
11 parties seek permission from the Court to file material under seal, the parties must
12 comply with Local Civil Rule 79-5 and with any pertinent orders of the assigned
13 District Judge and Magistrate Judge.

14 B. GOOD CAUSE STATEMENT

15 In light of the nature of the claims and allegations in this case and the parties'
16 representations that discovery in this case will involve the production of confidential
17 records, and in order to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately protect
19 information the parties are entitled to keep confidential, to ensure that the parties are
20 permitted reasonable necessary uses of such material in connection with this action, to
21 address their handling of such material at the end of the litigation, and to serve the ends
22 of justice, a protective order for such information is justified in this matter. The parties
23 shall not designate any information/documents as confidential without a good faith
24 belief that such information/documents have been maintained in a confidential, non-
25 public manner, and that there is good cause or a compelling reason why it should not
26 be part of the public record of this case.

2. DEFINITIONS

2.1 Action: The instant action: *Therabody, Inc. v. Hyper Ice, Inc.*, Case No. 8:24-cv-00378-JWH (DFMx).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this Action.

2.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a party to this Action.

2.11 Other Party Case: any one or more of the following: *Therabody Inc. v. Hyper Ice Inc.*, Case No. 30-2024-01411051-CU-BT-CJC (Cal. Super. Ct.); *Hyper Ice, Inc. v. Therabody, Inc.*, Case No. 8:24-cv-02034 (C.D. Cal.); *Hyper Ice, Inc. et al. v. Therabody, Inc.*, Case No. 8:24-cv-00390 (C.D. Cal.).

2.12 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party (as well as their support staff).

2.13 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (as well as their support staff).

2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.15 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
5 and (3) any deposition testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material, other than during a court hearing or at
7 trial.

8 Any use of Protected Material during a court hearing or at trial shall be governed
9 by the orders of the presiding judge. This Order does not govern the use of Protected
10 Material during a court hearing or at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
14 in writing or a court order otherwise directs. Final disposition shall be deemed to be
15 the later of (1) dismissal of all claims and defenses in this Action, with or without
16 prejudice; and (2) final judgment herein after the completion and exhaustion of all
17 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
18 for filing any motions or applications for extension of time pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under this
22 Order must take care to limit any such designation to specific material that qualifies
23 under the appropriate standards. The Designating Party must designate for protection
24 only those parts of material, documents, items, or oral or written communications that
25 qualify so that other portions of the material, documents, items, or communications for
26 which protection is not warranted are not swept unjustifiably within the ambit of this
27 Order.
28

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper purpose
3 (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this
10 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated
11 or ordered, Disclosure or Discovery Material that qualifies for protection under this
12 Order must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions), that the Producing Party affix at
16 a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
17 ATTORNEYS' EYES ONLY" to each page that contains protected material. If only
18 a portion or portions of the material on a page qualifies for protection, the Producing
19 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and before
24 the designation, all of the material made available for inspection shall be deemed
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
26 copied and produced, the Producing Party must determine which documents, or
27 portions thereof, qualify for protection under this Order. Then, before producing the
28 specified documents, the Producing Party must affix the "CONFIDENTIAL" or

1 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” legend to each page
2 that contains Protected Material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identifies
6 on the record, before the close of the deposition as protected testimony, or within
7 seven (7) days of receipt of the final transcript.

8 (c) for information produced in some form other than documentary and for
9 any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information is stored the legend
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
12 ONLY.” If only a portion or portions of the information warrants protection, the
13 Producing Party, to the extent practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive the
16 Designating Party’s right to secure protection under this Order for such material. Upon
17 timely correction of a designation, the Receiving Party must make reasonable efforts
18 to assure that the material is treated in accordance with the provisions of this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court’s Scheduling
22 Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37-1 *et seq.*

25 6.3 The burden of persuasion in any such challenge proceeding shall be on the
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
27 to harass or impose unnecessary expenses and burdens on other parties) may expose
28 the Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action or one or
8 more Other Party Cases, as described in this Order. The Parties anticipate that
9 Protected Material disclosed or produced by another Party or by a Non-Party in
10 connection with one or more Other Party Cases may be pertinent to prosecuting,
11 defending, or attempting to settle this Action, and that Protected Material disclosed or
12 produced by another Party or by a Non-Party in connection with this Action may be
13 pertinent to prosecuting, defending, or attempting to settle one or more Other Party
14 Cases. Such Protected Material may be disclosed only to the categories of persons and
15 under the conditions described in this Order. When the Action and all Other Party
16 Cases have been terminated, a Receiving Party must comply with the provisions of
17 Section 13 below.

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the Court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
24 only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
26 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this Action;

28 (b) the officers, directors, and employees (including House Counsel) of the

Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” only

1 to:

2 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
3 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
4 disclose the information for this Action;

5 (b) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

8 (c) the Court and its personnel;

9 (d) private court reporters and their staff to whom disclosure is reasonably
10 necessary for this Action and who have signed the "Acknowledgment and Agreement
11 to Be Bound" (Exhibit A);

12 (e) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (f) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information; and

17 (g) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 7.4. Procedures for Approving or Objecting to Disclosure of "HIGHLY
20 CONFIDENTIAL -- ATTORNEYS' EYES ONLY" Information or Items to Experts.

21 (a) Unless otherwise ordered by the Court or agreed to in writing by the
22 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)
23 any information or item that has been designated "HIGHLY CONFIDENTIAL --
24 ATTORNEYS' EYES ONLY" pursuant to Section 7.3(b) first must make a written
25 request to the Designating Party that (1) sets forth the full name of the Expert and the
26 city and state of his or her primary residence, (2) attaches a copy of the Expert's current
27 resume, (3) identifies the Expert's current employer(s) and whether, at the time of
28 retention, the Expert anticipates becoming an employee of a Party or of a Party's

competitor, (4) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her area(s) of expertise or to whom the Expert has provided professional services, including in connection with a litigation, at any time during the preceding five years and the party to the litigation for whom such work was done, and (5) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years. With regard to the information sought through part (4) of this disclosure, if the Expert believes any of this information is subject to a confidentiality obligation to a third party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraph may disclose the subject Protected Material to the identified Expert unless, within seven (7) days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) All challenges to objections from the Designating Party shall proceed under Local Rule 37-1 *et seq.*

In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

7.5. Procedures for Requesting Production of Protected Material in One or More Other Party Cases.

(a) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Receiving Party that seeks to have Protected Material disclosed in

1 this Action also disclosed in one or more Other Party Cases first must make a written
2 request to the Designating Party that (1) identifies the Protected Material, (2) identifies
3 the Other Party Case(s) in which the Receiving Party seeks to have the Protected
4 Material disclosed, and (3) identifies with reasonable specificity the basis for which the
5 Receiving Party believes the Protected Information is relevant to prosecuting,
6 defending, or attempting to settle the Other Party Case(s).

7 (b) Within seven (7) days of receiving a request providing the information
8 specified in the preceding respective paragraph, a Designating Party shall disclose the
9 subject Protected Material in the Other Party Case(s), or otherwise provide a written
10 objection to the requesting Party setting forth in detail the grounds on which it is based.

11 (c) Unless otherwise ordered by the Court or agreed to in writing by the
12 Designating Party, a Receiving Party that seeks to have Protected Material disclosed in
13 one or more Other Party Cases also disclosed in this Action must make a written request
14 to the Designating Party that (1) identifies the Protected Material and (2) identifies with
15 reasonable specificity the basis for which the Receiving Party believes the Protected
16 Information is relevant to prosecuting, defending, or attempting to settle this Action.

17 (d) Within seven (7) days of receiving a request providing the information
18 specified in the preceding respective paragraph, a Designating Party shall disclose the
19 subject Protected Material in this Action, or otherwise provide a written objection to
20 the requesting Party setting forth in detail the grounds on which it is based.

21 (e) All challenges to objections from the Designating Party shall proceed
22 under Local Rule 37-1 *et seq.* In any such proceeding, the Party requesting the
23 disclosure shall bear the burden of proving that the risk of harm that the information
24 should not be provided as requested. Nothing in this Provision shall limit any Parties'
25 ability to object to the admissibility or relevance of such requested information.
26 Furthermore, neither Party shall rely on this Order or its provisions to contend that this
27 Action and any Other Party Case(s) are related for other purposes, including for
28 arguments on the merits or related to scheduling.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 is not an Other Party Case and that compels disclosure of any information or items
5 designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
6 ATTORNEYS’ EYES ONLY,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order unless prohibited by law;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena or
11 order is subject to this Protective Order. Such notification shall include a copy of this
12 Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this Action
17 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
18 ONLY” before a determination by the court from which the subpoena or order issued,
19 unless the Party has obtained the Designating Party’s permission, or unless otherwise
20 required by the law or court order. The Designating Party shall bear the burden and
21 expense of seeking protection in that court of its confidential material and nothing in
22 these provisions should be construed as authorizing or encouraging a Receiving Party
23 in this Action to disobey a lawful directive from another court.

24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a Non-
27 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as prohibiting
3 a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request not
5 issued in an Other Party Case, to produce a Non-Party's confidential information in its
6 possession, and the Party is subject to an agreement with the Non-Party not to produce
7 the Non-Party's confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality agreement
10 with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Protective Order
12 in this Action, the relevant discovery request(s), and a reasonably specific description
13 of the information requested; and

14 (3) make the information requested available for inspection by the Non-
15 Party, if requested.

16 (c) If a Non-Party represented by counsel fails to commence the process
17 called for by Local Rules 45-1 and 37-1 *et seq.* within 14 days of receiving the notice
18 and accompanying information or fails contemporaneously to notify the Receiving
19 Party that it has done so, the Receiving Party may produce the Non-Party's confidential
20 information responsive to the discovery request. If an unrepresented Non-Party fails
21 to seek a protective order from this Court within 14 days of receiving the notice and
22 accompanying information, the Receiving Party may produce the Non-Party's
23 confidential information responsive to the discovery request. If the Non-Party timely
24 seeks a protective order, the Receiving Party shall not produce any information in its
25 possession or control that is subject to the confidentiality agreement with the Non-Party
26 before a determination by the Court unless otherwise required by the law or court order.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
28 of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the production of a privileged or work-product-protected document, by itself, is not a waiver of privilege or protection from discovery in this Action or in any other federal or state proceeding. For example, the mere production of privileged or work-product-protected documents in this Action as part of a production is not itself a waiver in this Action or any other federal or state proceeding. A Producing Party may assert privilege or protection over produced documents at any time by notifying the Receiving Party in writing of the assertion of privilege or protection.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
2 would have to object to disclosing or producing any information or item on any ground
3 not addressed in this Protective Order. Similarly, no Party waives any right to object
4 on any ground to use in evidence of any of the material covered by this Protective
5 Order.

6 12.3 Filing Protected Material. Without written permission from the
7 Designating Party or a court order secured after appropriate notice to all interested
8 persons, a Party may not file in the public record in this Action any Protected Material,
9 but rather must seek to file under seal any Protected Material in compliance with Local
10 Rule 79. A Party that seeks to file under seal any Protected Material must comply with
11 Local Civil Rule 79-5 and with any pertinent orders of the assigned District Judge and
12 Magistrate Judge. Protected Material may only be filed under seal pursuant to a court
13 order authorizing the sealing of the specific Protected Material at issue. If a Party's
14 request to file Protected Material under seal is denied by the Court, then the Receiving
15 Party may file the information in the public record unless otherwise instructed by the
16 Court.

17 12.4 Privilege Logs. No Party is required to identify on its respective privilege
18 log any privileged document or communication dated after February 23, 2024. The
19 parties shall exchange their respective privilege logs at a time to be agreed upon by the
20 parties following the production of documents, or as otherwise ordered by the Court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in Section 4, within 60 days
23 of a written request by the Designating Party, each Receiving Party must return all
24 Protected Material to the Producing Party or destroy such material. As used in this
25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
28 must submit a written certification to the Producing Party (and, if not the same person

1 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
2 category, where appropriate) all the Protected Material that was returned or destroyed
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries, or any other format reproducing or capturing any of the
5 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
6 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
7 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
8 attorney work product, and consultant and expert work product, even if such materials
9 contain Protected Material. Any such archival copies that contain or constitute
10 Protected Material remain subject to this Protective Order as set forth in Section 4.

11 14. Any violation of this Order may be punished by any and all appropriate
12 measures including, without limitation, contempt proceedings and/or monetary
13 sanctions.

14 IT IS SO ORDERED.

15 DATED: February 28, 2025

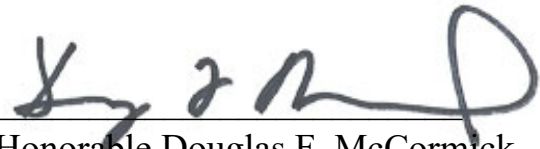
16
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18 Honorable Douglas F. McCormick
19 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Protective Order that was issued by the
United States District Court for the Central District of California
on _____ in the case of
_____. I agree to comply with and to
be bound by all the terms of this Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____